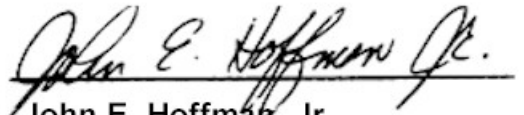


This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Dated: December 20, 2012




John E. Hoffman, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In Re:	:	Case No. 12-58521
	:	
Lisa M. Roberts,	:	Chapter 7
	:	Judge C. Kathryn Preston
Debtor.	:	

**AGREED ORDER ON MOTION FOR
RELIEF FROM STAY [Doc. #12]**

This matter comes before the Court upon Motion of Petland, Inc. for Relief from Stay to Exercise Setoff [Doc. #12] (the “Motion”); Debtor’s Response to Motion for Relief from Stay [Doc. #22]; Reply in Support of Motion of Petland, Inc. for Relief from Stay to Exercise Setoff [Doc. #25]; Trustee’s Memorandum in Opposition to Motion of Petland, Inc. for Relief from Stay to Exercise Setoff [Doc. #32]; and the agreement of Trustee, Petland, Inc. (“Petland”), and Debtor (collectively the “Parties”).

The Parties hereby agree that the setoff requested in the Motion should not be granted. Instead, the Parties agree that Petland will modify the existing Promissory Note between Debtor and Petland (the "Note") as follows:

1. The principal balance due as of January 2, 2013 shall be \$113,864.76, which is the present value of the amount due under the Note.
2. Payments under the Note shall commence January 2, 2013 and on the second (2nd) day of each subsequent month for thirty-six (36) months total. At the end of the thirty-six (36) month period, provided there has been no Default (as that term is defined in the Note) and all of the payments due thereunder have been made, the Note shall be deemed paid in full.
3. No interest shall be due on the Note unless there is a Default (as that term is defined in the Note), at which time interest will begin to accrue at the rate of twelve per cent (12%) per annum.
4. All payments shall be made to the Trustee instead of Debtor, and Trustee shall be substituted for Debtor as the Payee in the Note.
5. All other terms of the Note shall remain in full force and effect.

It is therefore,

ORDERED, ADJUDGED AND DECREED that the modified terms of the Note outlined herein above shall be incorporated and substituted into the Note as applicable. It is further

ORDERED, ADJUDGED AND DECREED that Petland's Motion is denied, and relief from stay shall not be granted to allow Petland to exercise setoff of the Note. It is further

ORDERED, ADJUDGED AND DECREED that nothing herein shall be deemed to be a finding of any sort of a violation of the automatic stay and, in fact, the Trustee and Debtor

expressly relinquish their rights to pursue any action against Petland alleging a violation of automatic stay relating to payments under the Note due after the date of the filing of the Petition herein up to and including January 2, 2013.

IT IS SO ORDERED.

Agreed to by:

/s/ Stephanie P. Union

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/s/ Sara J. Daneman by S. Union per email
authorization

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authorization

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Copies to:

Default List

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